

**EXHIBIT A**

**Declaration of John Kim**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

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(Admitted *pro hac vice*)

*PROPOSED ATTORNEYS FOR DEBTOR*

In re:

LTL MANAGEMENT LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**DECLARATION OF JOHN K. KIM IN SUPPORT OF DEBTOR'S MOTION FOR  
AN ORDER AUTHORIZING IT TO ENTER INTO EXPENSE REIMBURSEMENT  
AGREEMENT WITH AD HOC COMMITTEE OF SUPPORTING COUNSEL**

I, John K. Kim, pursuant to 28 U.S.C. § 1746, being of full age, declare as follows:

1. I am the Chief Legal Officer of LTL Management LLC, the  
above-captioned debtor (the "Debtor") and, in that capacity, am familiar with the Debtor's  
operations, the talc claims asserted against it and its books and records. I submit this Declaration

<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is  
501 George Street, New Brunswick, New Jersey 08933.

in support of the *Debtor's Motion for an Order Authorizing It to Enter Into Expense Reimbursement Agreement with Ad Hoc Committee of Supporting Counsel* [Dkt. 575] (the "Motion").<sup>2</sup>

2. The Debtor negotiated the terms of the Reimbursement Agreement at arm's length and in good faith with counsel to the AHC of Supporting Counsel.

3. The Reimbursement Agreement enables the AHC of Supporting Counsel to continue to retain its Professionals and devote the necessary resources to finalize the plan of reorganization and related disclosure statement, participate in the Court-ordered mediation and otherwise take part in all other relevant matters in the Chapter 11 Case. This will also permit the Debtor to avoid having to discuss the plan and related documents and, as necessary, negotiate terms with each member individually, saving substantial time and resources. It is significantly more efficient for the Debtor to engage with the AHC of Supporting Counsel, whose members consist of 15 law firms, and its Professionals, rather than attempting to deal with each member on an individual ad hoc basis. And robust participation by the AHC of Supporting Counsel will ensure that the voices of the majority of the claimants, represented by the members of the AHC of Supporting Counsel, will be heard in this case.

4. The Reimbursement Agreement also includes provisions that, in my view, safeguard estate resources and ensure that payment of the Fees and Expenses will be in the best interest of the Debtor's estate. These include a termination provision, which permits the Debtor to terminate the Reimbursement Agreement and halt the accrual of future Fees and Expenses upon ten business days' written notice, ensuring that the Debtor is not required to reimburse amounts when there is no longer any benefit to the estate. In addition, the Reimbursement

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<sup>2</sup> Capitalized terms used herein but not otherwise defined have the meanings given to them in the Motion.

Agreement requires Professionals to submit invoices for payment in accordance with the Interim Compensation Order entered in this case. This provides the Debtor and other parties in interest an opportunity to review and, if appropriate, object to the Professionals' Fees and Expenses.

5. I believe the Debtor's entry into the Reimbursement Agreement will foster progress in this case, particularly with respect to the proposed plan and, as result, benefit the Debtor's estate.

Pursuant to 28 U.S.C § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 9, 2023

/s/ John K. Kim  
John K. Kim